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Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA04416452906424P
Certificate Issued Date	:	20-Mar-2017 03:40 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ KAMAKSHIPALYA/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL08575799368243 99P
Purchased by	:	TEJUS CONSULTANTS
Description of Document	:	Article 12 Bond
Description	:	CONSULTANCY SERVICES
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	TEJUS CONSULTANTS
Second Party	:	EE BYATARAYANAPURA DIVISION BBMP
Stamp Duty Paid By	:	TEJUS CONSULTANTS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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CONTRACT FOR CONSULTING SERVICES

Agreement No: EE/BBMP/BTP/AGR/ 255 /2016-17 **Dt: 31/03/2017**

Name of the Work: Consultancy Services for Preparation of DPR (which includes Survey, Designs, Drawing, Estimate etc.,) and Project Management Consultancy for Package No. 01 (Package consists of 23 works of Rs. 1100.00 lakhs)

Consultant

31/03

 Executive Engineer, BTP Division

31/03

Statutory Alert:
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This Contract is entered into on the between The Executive Engineer, Byatarayanaprua Division, Yelahanka Zone, Byatarayanapura, Bangalore-560 092 on the one part and M/s Tejas Consulatants,No. 58, 3rd main, 6th Cross, Ist Stage KHB colony, Basaveshwaranagara, Bangalore-560 079 on the other part.

Whereas the BBMP called the Short Term Tender Notification vide No. EE/BTP/BBMP/E-PMT/18/2016-17, Date: 09.01.2017 through e-procurement portal for the above work.

Whereas in response to said notification **THREE** tenders were received including the above consultant to execute the said work and this consultant quoted(Nego) **Rs. 19,25,000.00 (Rupees Nineteen Lakhs Twenty Five Thousand only)** which includes of all applicable taxes.

Whereas the tender quoted by the above consultant is accepted by the tender accepting authority of the BBMP, Chief Engineer, Yelahanka Zone. Dated: 24.03.2017

Whereas, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Whereas, the Consultant is willing to perform these services **"Consultancy Services for Preparation of DPR (which includes Survey, Designs, Drawing, Estimate etc.,) and Project Management Consultancy for Package No. 01 (Package consists of 23 works of Rs. 1100.00 lakhs)."**

B. Schedule

Sl.No	The Schedule	Description
1		Supervision Assesme the ab
2		

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i. The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

ii. The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

iii. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

iv. Supervision of the project, Quality Control, Quantity Assesment and other essential works upto the completion of the above project

v. Any other details/inputs for effective execution of the project as sought by BBMP.

2. Term:

The Consultant shall perform the Services during the effective execution till the completion of allotted work. (i.e., submission of Detailed Project Report, Tender schedule and Bid Documents) within 4 weeks on receipt of comments from BBMP.

3. Payment:

A. Ceiling

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 19,25,000.00 (Rupees Nineteen Lakhs Twenty Five Thousand only)**. This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

Consultant

Executive Engineer, BTP Division

B. Schedule of Payments

The Schedule of payments for PMC shall be as under:

Sl.No	Description	Percentage payable
1	Supervision of the project, Quality Control, Quantity Assesment and other essential works upto the completion of the above project	70% of contract price
2	Certification and completion of project	30% of contract price
	TOTAL	**100%**

The Schedule of payments for DPR shall be as under:

i. 50% of Contract Price: On submission of Detailed Project Report along with Estimates for approval.

ii. 50% of Contract Price: On approval of Detailed Project Report & submission of specifications, BOQ and tender documents.

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

C. Payment Conditions:

Payment shall be made in Indian Rupees, following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer (Project Division, – Yelahanka) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

B. Reports:

The Report listed in Attachment B, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

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8. Consultant not to be engaged in certain activities:

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The Contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service Tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client Separately.

For the Client

Signed By:

Executive Engineer 30/3
Byatarayanapura Division
BBMP, Bangalore-92

Name and Designation

30/3

Date: 31/03/2017
Place: BTP Div, BBMP, Bangalore

For the Consultant

Signed By:

NISCHAL.M

Name and Designation

NISCHAL.M.

Date: 31/3/17.
Place: Bangalore.